

DEED OF TRANSFER

THIS DEED OF TRANSFER is made on this ____ day of _____, 2018 at
Kolkata

BETWEEN

FORUM PROJECTS PRIVATE LIMITED, a company incorporated under the provisions of The Companies Act 1956, having its registered office at 4/1, Red Cross Place, Kolkata-700001 having its Income Tax PAN **AADCS7575E** (which expression shall, unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) hereinafter referred to as “**the Sub-Lessor**”/“**FORUM**”/**Transferor /Developer**” of the **FIRST PART**

AND

_____, a company incorporated under the provisions of The Companies Act 1956/ 2013, having its registered office at _____ having its Income Tax PAN _____, **represented by its director _____, son of _____ duly authorized to act for and on behalf of the company by its Board resolution dated _____**

[OR]

[If the “Sub-Lessee/ the Purchaser/s”/ Transferee” is a Partnership]

_____, a partnership firm registered under the Indian partnership Act 1932, having its place of business at _____, having its Income Tax PAN _____, **represented by its Partner _____, son of _____ duly authorized to act for and on behalf of the Firm by its letter of authority dated _____.**

_____, a limited liability partnership firm registered under the Limited Liability Partnership Act 2008, having its place of business at _____, having its Income Tax PAN _____, **represented by its Designated Partner _____, son of _____ duly authorized to act for and on behalf of the Firm by its letter of authority dated _____.**

[OR]

[If the “Sub-Lessee/ the Purchaser/s”/ Transferee” is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees)

Hereinafter referred to as “**Sub-Lessee/ the Purchaser/s”/ Transferee**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of an individual or individuals, his/her or their respective heirs, executors, administrators and permitted assigns/in the case of a body corporate, its successors and permitted assigns/in the case of a partnership firm, the partners for the time being and from time to time constituting the firm, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns/in the case of a trust, the trustees for the time being and from time to time of the trust, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns)of the **SECOND PART**.

WHEREAS:

A. The Kolkata Municipal Corporation, a statutory body constituted under the Kolkata Municipal Corporation Act, 1980 having its head office at 5, S.N. Bannerjee Road, Kolkata (hereinafter referred to as **KMC**) was the owner of plot of land admeasuring an area of about 3 acres at Premises no. 1001/A Eastern Metropolitan Bypass, Adjacent Science City, Ward no. 66, Kolkata- 700046 in J.L. No.7, Mouja- PurbaTopsia, P.S.-Tiljala (now P.S.-Pragati Maidan), District- 24 Parganas(South), West Bengal (more fully and particularly described in the

schedule hereunder written and hereinafter for the sake of the brevity referred to as the “**Schedule property** ‘’).

- B.** The Mayor-in- Council of **KMC** decided to Lease out the said plot of land for a period of 99 years with the option of renewal for further period of 99 years through competitive bidding and subject to payment of Annual Nominal Rent and other terms and conditions.
- C.** The Competitive Biddings were invited by KMC for the said plot of land on the terms and conditions contained in its request for proposal dated 24th October, 2009 and at the conclusion of the bid “**the Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” was declared the highest bidder to obtain the Lease of the said plot by KMC by its Letter No. 268/PPP/09-10 dated 23rd December, 2009 and the “**Sub-Lessee/ the Purchaser/s**”/ **Transferee**” was called upon to execute the lease with KMC.
- D.** Pursuant to the joint survey and measurement of the said plot of land, “**the Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” was handed over the possession of the scheduled property on 19th March 2010.
- E.** Upon payment of the entire consideration as per the highest bid the KMC and “**the Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” executed the Lease on 17th Day of April 2010.
- F.** By virtue of the said Deed of Lease, “**the Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” became the absolute owner and has the vacant and peaceful possession of the scheduled property.
- G.** The Kolkata Municipal Corporation vide Mutation Case No. P/066 dated 16th July, 2010 / 1309 mutated the name of “**the Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” in its book and issued the certificate of Mutation no. 006348 dated 16th July, 2010 as Assessee no. 210663000044.

- H.** The “**Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” has constructed on the Schedule property, a residential complex proposed to be known as “**ATMOSPHERE - The Luxurious Condominium**” (hereinafter referred to as “**the said complex**”) consisting of 2 Towers with 48 numbers of Uniplex Apartments and 30 numbers Duplex Apartments and 2 Sky Villa with "**Deya-the Sky Bridge, Sky Club**", with other amenities and facilities in new residential buildings.
- I.** The “**Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” has obtained the N.O.C for the proposed construction of “**ATMOSPHERE- The Luxurious Condominium**”, from the Director General of West Bengal, Fire & Emergency Services vide Memo No: WBFES/4624/10 dated 17th September 2010 received a Provisional N.O.C. for the proposed construction.
- J.** The “**Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” has got approved and sanctioned from the Kolkata Municipal Corporation vide Memo dated 6th June, 2011 a building plan no. 2011070052 dated 6th June 2011,for the construction of the said complex on the Schedule Property, annexed hereto and marked **Annexure-“A”** the plans, designs, specifications, elevations, sections and details of the said new building and while approving and sanctioning the same KMC has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the “**Sub-Lessee/ the Purchaser/s**”/ **Transferee**” while developing the schedule property and constructing the said new buildings and upon due observance and performance of which only the completion and occupation certificates in respect of the said new buildings shall be granted by the said KMC. The “**Sub-Lessee/ the Purchaser/s**”/ **Transferee**” has under its said obligation, commenced construction of the said new buildings in accordance with the said plans, designs and specifications. **The said Plan has been revised by the Kolkata Municipal Corporation vide Building Permit No. 2018070207 dated 05.11.2018.**
- K.** The “**Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” has entered into a standard agreement with the following Architects,

SL. No.	NAME	PLACE	STREAM
1.	ARC Studio Architecture + Urbanism	Singapore	Concept Architect
2.	HCCH Consulting Pte. Ltd	Singapore	Façade Consultant
3.	Lighting Planners Associates (S) Pte. Ltd.	Singapore	Lighting Consultant
4.	Windtech Consultancy Pty. Ltd.	Australia	Wind Engineering Service
5.	T.Y. Lin International Pte. Ltd.	Singapore	MEP Services
6.	Fast Flow Singapore Pte. Ltd.	Singapore	Fast Flow Siphonic Roof Drainage System
7.	CCW Associates Pte. Ltd.	Singapore	Acoustic Consultant
8.	Ediffice	Mumbai	Indian Architect

(hereinafter referred to as “**the Architect**”),who is registered with the council of Architects.

L. The “**Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” has appointed M/s WEB Structures Private Limited as structural engineer/designer for the preparation of the structural design and drawings of the said new buildings, and the “**Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” accepts the professional supervision of the Architect and structural engineer till the completion of the said new buildings.

M. The “**Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” has obtained the Environmental clearance, from the Department of Environment, Government of

West Bengal, vide Memo No: EN/1056/T-II-1/085/2010 dated 3rd May 2012, and the consent to establish from the West Bengal Pollution Control Board vide Memo No: 293-2N-37/2010 (E) dated 21st May 2012 for proposed construction.

- N.** The “**Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” has awarded the contract for construction of the proposed complex to M/s Larsen & Toubro Ltd., the internationally renowned engineering company.
- O.** The Purchaser/s demanded from the “**Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” and the “**Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” has given inspection to the purchaser/s, of all the documents of title relating to the Schedule property described in the First Schedule hereunder written, the plans, designs and specifications of the said new buildings prepared by the Architect.
- P.** The Purchaser had applied for allotment of a Unit / Apartment in the Said project developed by the “**Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” and in furtherance thereof have been allotted Unit bearing No _ situated on the _____ floor of __, vide allotment letter dated _____, herein after referred to as the Said Apartment / Unit.
- Q.** Relying upon the aforesaid application, the “**Sub-Lessor**”/“**FORUM**”/ **Transferor /Developer**” has agreed to allot the purchaser/s, the said apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.
- R.** Subsequently and Agreement for Sub Lease has been executed by and between the Parties on the ___ day of _____ 2017 detailing the terms and condition of the Sub Lease of the Apartment / Unit bearing No. _____ consisting of /comprising of _____ ad-measuring about _____sq. ft. carpet area situated on the ___ floor of _____ together with _(No.) **covered** Car Park admeasuring about _____ sq. ft. and undivided proportionate share, right, title and interest in the Premises No. _____
_____ (more fully and particularly described in the

SCHEDULE “2” hereunder written). for such consideration amount as mentioned therein.

S. The “Sub-Lessee/ the Purchaser/s”/ Transferee” from time to time has made payments in respect of the Said Apartment in the manner stipulated in the Agreement for Sub Lease and thus the Parties are now desirous of transferring/ sub leasing the Said Apartment in favour of the “Sub-Lessee/ the Purchaser/s”/ Transferee” for effecting which they are now entering into this Deed.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. INERPRETATIONS

Unless there is something in the subject or context inconsistent with:

- a. Where two or more persons are included in the expression ““Sub-Lessee/ the Purchaser/s”/ Transferee”” the covenants contained in this Deed which are expressly to be made by the “Sub-Lessee/ the Purchaser/s”/ Transferee” shall be deemed to be made by such persons jointly and severally.
- b. Words importing persons shall include firms, companies and corporations and vice versa.
- c. Any covenant by the “Sub-Lessee/ the Purchaser/s”/ Transferee” not to do any act or thing shall include an obligation not to permit such act or thing to be done and any covenant by the “Sub-Lessee/ the Purchaser/s”/ Transferee” to do or carry out some act or thing shall be deemed to have been satisfied if the “Sub-Lessee/ the Purchaser/s”/ Transferee” shall have procured that act or thing to be done or carried out.

- d. Any reference to any agreement, contract, deed or document shall be construed as including any amendment, variation, alteration or modification to it any novation of its and anything supplemental to it entered into or made with the consent of the “Sub-Lessee/ the Purchaser/s”/ Transferee” and such consent not to be unreasonably withheld or delayed.
- e. Any reference to statute shall include any statutory extension or modification or enactment of such statute any rule, regulation or orders made there under.
- f. Headings shall be ignored for the purpose of interpretation.
- g. Singular number shall include plural and vice versa.
- h. Masculine gender shall include feminine and neuter genders and vice versa.

2. SUBJECT MATTER OF CONVEYANCE

- a. ALL THAT Apartment bearing No. _____ in Tower ____ on __ Floor Bedrooms and Baths, Living Room, Dining Room, Home Theatre, Private Lift/ Lobby (Only in Duplex) Kitchen, Store Room, Powder Room, Terrace, Study Room, Pooja Room, Servant Quarter, Service Yard admeasuring about _____ sq. carpet area in the complex “ATMOSPHERE” together with _____ (Nos.) Car Park admeasuring about _____ sq. ft., as delineated in Red in map as contained in Annexure ____ herein and undivided proportionate share, right, title and interest in the Schedule Property.

3. **IN CONSIDERATION** of the sum of Rs. _____/- (Rupees _____ Only) paid by the “Sub-Lessee/ the Purchaser/s”/ Transferee” to “**the Sub-Lessor**”/“**FORUM**”/ **Transferor / Developer**” hereto on or before the execution of these presents, the receipt whereof “**the Sub-Lessor**”/“**FORUM**”

Transferor / Developer” do hereby admit and acknowledge, the details of which are more fully described in Memo of consideration mentioned herein, and from the same and every part thereof acquit, release and forever discharge the “Sub-Lessee/ the Purchaser/s”/ Transferee” and the said apartment, “**the Sub-Lessor”/“FORUM”/ Transferor / Developer”** hereto transfer / sublease, assign and assure unto and in favour of the “Sub-Lessee/ the Purchaser/s”/ Transferee” ALL THAT one Residential Apartment bearing No. _____(consisting of _____

_____ admeasuring about _____Sq. fts. Carpet area on the _____ floor in Tower- _____ of the said buildings along with _____ (_____) Nos of Car Parking admeasuring about _____ sq. ft. each more fully described in **SECOND SCHEDULE** herein, a map of which is annexed hereto as **Annexure A** delineated in Red therein, and undivided proportionate share, right, title and interest written hereunder with proportionate shares in the common areas and facilities, fixtures and fittings together with undivided, impartible proportionate share of the Said Property thereunto mentioned in the **FIRST SCHEDULE** written hereunder free from all encumbrances and attachments **TOGETHER WITH** the reversion or reversions, remainder or remainders and the rent issues and profits of and in connection with the said undivided share **AND** all the estate right title interest property claim and demand whatsoever of “**the Sub-Lessor”/“FORUM”/ Transferor / Developer”** into out of or upon the said undivided share in relation to the Said Apartment **AND ALSO** the proportionate share or interest in the staircase corridors, roof common parts passages and paths fittings, fixtures and equipment and other common parts, area and portions appertaining to the said building more fully and particularly described in the **THIRD SCHEDULE** written hereunder **TO HAVE AND TO HOLD** the said undivided proportionate share of land in respect of the said Apartment **TOGETHER WITH** its rights interests and appurtenances whatsoever unto the “Sub-Lessee/ the Purchaser/s”/ Transferee” absolutely and forever free from all encumbrances, charges, liens and attachments whatsoever **SUBJECT NEVERTHELESS** to the easements or quasi easements and other stipulations or provisions connected with the beneficial use and enjoyment of the said undivided share more fully and particularly described in the **FOURTH SCHEDULE, BUT TOGETHER WITH** the right to use the staircases electrical installations

corridors entrances lobby and other common parts and passages, and other facilities and amenities in common with other lawful occupiers and/or co/"Sub-Lessee/ the Purchaser/s"/ Transferee" of the said multistoried building as mentioned in the **FIFTH SCHEDULE**, and/or parts thereof for the purpose of an uninterrupted access to and from the main Municipal road or otherwise. **TO HAVE AND TO HOLD** the said Apartment hereby transferred or subleased, expressed and intended so to be unto to the use of the "Sub-Lessee/ the Purchaser/s"/ Transferee", his executors, co-partners, representatives and assigns and forever free from other encumbrances **AND "the Sub-Lessor"/"FORUM"/ Transferor / Developer"** do hereby covenant with the "Sub-Lessee/ the Purchaser/s"/ Transferee" that notwithstanding any act, deed of things whatsoever by **"the Sub-Lessor"/"FORUM"/ Transferor / Developer"** any of his predecessors – in - title or executed or knowingly referred to the contrary, **"the Sub-Lessor"/"FORUM"/ Transferor / Developer"** has good right, full power and absolute authority regarding the said residential Apartment and indefeasible title to transfer or sublease or intended to do so unto and to the use of the "Sub-Lessee/ the Purchaser/s"/ Transferee", his heirs, executors, administrators, representatives and assigns shall from this day and may at all times hereafter peaceably, quietly and suitably possess and enjoy the said Apartment and receive the rents, issues, profits thereof without any lawful eviction, hindrance, interruption, claim or demand whatsoever from or by **"the Sub-Lessor"/"FORUM"/ Transferor / Developer"** or any person or persons lawfully or equitably claiming from under or in trust from or under any title **AND THAT** the "Sub-Lessee/ the Purchaser/s"/ Transferee" will and sufficiently secured of from and against other manner of claim, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by **"the Sub-Lessor"/"FORUM"/ Transferor / Developer"** or any or their predecessor-in-title or any person or persons lawfully or equitably claiming as aforesaid and **FURTHER** that **"the Sub-Lessor"/"FORUM"/ Transferor / Developer"** and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said Apartment or any part thereof from under or in trust for them **"the Sub-Lessor"/"FORUM"/ Transferor / Developer"** or any of his Predecessor- in-title shall be from time to time and at all times hereafter at the request and cost of the "Sub-Lessee/ the Purchaser/s"/ Transferee", his heirs, executors, administrators,

representatives and assigns do or caused to be done and executed all such acts deeds and things whatsoever for further better and more perfectly subleasing and/or transferring the said Apartment and every part thereof unto and to the use of the **“SUB-LESSEE/ THE PURCHASER/S”/ TRANSFEREE**”, his administrators, representatives and assigns in manner aforesaid as shall or may be reasonably required.

4. The **“Sub-Lessor”/“FORUM”/ Transferor / Developer**” also transferred and/or sub leased the proportionate common portions in the said building more fully and particularly described in the **THIRD SCHEDULE** written hereunder to the “Sub-Lessee/ the Purchaser/s”/ Transferee” herein for its/ their common enjoyment of the same along with the other occupiers as well as “Sub-Lessee/ the Purchaser/s”/ Transferee”’s of the Apartment/s in the Said Building. The **“Sub-Lessor”/“FORUM”/ Transferor / Developer**” also covenants, with the “Sub-Lessee/ the Purchaser/s”/ Transferee”, that the “Sub-Lessee/ the Purchaser/s”/ Transferee” shall have proportionate, undivided and impartible share in the Common Areas and facilities as described in the **THIRD SCHEDULE** below. The “Sub-Lessee/ the Purchaser/s”/ Transferee” undertakes to become the member of and/or be associated with the organization formed, if any, with respect to the management of the Building of any form or nature as may be deemed fit by the **“Sub-Lessor”/“FORUM”/ Transferor / Developer**”. The “Sub-Lessee/ the Purchaser/s”/ Transferee” also agrees to bear the proportionate common expenses relating to enjoyment and management of the common portions of the Buildings, the details whereof are more fully described in the **SIXTH SCHEDULE** written hereunder. Furthermore, the “Sub-Lessee/ the Purchaser/s”/ Transferee” also undertakes to abide by the terms and conditions and various stipulations as contained in the Allotment Agreement in respect of the said Apartment and/or the Said Building and/or the Said Property or in relation thereto.
5. The “Sub-Lessee/ the Purchaser/s”/ Transferee” covenant with the **“Sub-Lessor”/“FORUM”/ Transferor / Developer**” to avail the common facilities provided in the Building and undertakes to use and avail the same as per rules and regulations framed by Organization so formed, if any. **PROVIDED ALWAYS** that the “Sub-Lessee/ the Purchaser/s”/ Transferee” shall abide by the terms and

conditions of the user and management and maintenance etc. and shall bear common expenses, which shall include the expenses more fully described in the **FIFTH SCHEDULE**.

6. **AND THAT** the “Sub-Lessee/ the Purchaser/s”/ Transferee” covenants that they shall at all times hereafter regularly and punctually make payment of all the municipal taxes and other outgoings including cesses, multi-storied Building tax, Urban land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the Said Apartment as a whole and proportionately for the common parts and portions **AND THAT** the registration charges, stamp duty and all other legal and incidental expenses with relation to this Transfer / Sub Lease shall be payable by the “Sub-Lessee/ the Purchaser/s”/ Transferee”. **AND THAT** it is agreed that the “Sub-Lessee/ the Purchaser/s”/ Transferee” shall pay the proportionate share of the Corporation Tax to the “Sub-Lessor”/“FORUM”/ Transferor / Developer” from the date of execution of this Deed till the mutation is done in the name of the “Sub-Lessee/ the Purchaser/s”/ Transferee”. Once the Mutation is done, the “Sub-Lessee/ the Purchaser/s”/ Transferee” shall pay the Corporation Tax directly to the Municipal Corporation.

7. **THE “SUB-LESSEE/ THE PURCHASER/S”/ TRANSFEE” DO HEREBY COVENANTS WITH THE TRAFEROR AS FOLLOWS:**

- a. **THAT** the “Sub-Lessee/ the Purchaser/s”/ Transferee” and all other persons deriving right, title and interest under these presents shall at all times hereafter shall observe restrictions/House Rules or rules framed regarding the user of the Said Apartment and other rules that may be framed by the Maintenance Organization from time to time.
- b. **THAT** the “Sub-Lessee/ the Purchaser/s”/ Transferee” shall at all times from the date of possession regularly and punctually make

payment of all other outgoings including cesses. Multi-storeyed Building Tax, Urban Land Tax, if any Service Tax and other levies, impositions, which may from time to time to be imposed or become payable in respect of the said Said Apartment and proportionately for the BUILDING “ATMOSPHERE” as a whole and proportionately for the common parts and portions.

c. **THAT** the “Sub-Lessee/ the Purchaser/s”/ Transferee” shall at all times from the date of possession regularly and punctually make payment the maintenance charges and other proportionate expenses to the Maintenance Organization formed, and as imposed in respect of the Said Apartment.

8. **AND** it is hereby confirmed recorded and declared that the “Sub-Lessee/ the Purchaser/s”/ Transferee” have been put in vacant possession of the Said Apartment with the execution of this Deed.

FIRST SCHEDULE

THE SAID PROPERTY

ALL THAT piece and parcel of land measuring about 3 acres more or less lying situated at and comprised within the various Dags here in below with Khatian Nos. as detailed below in Mouza Purba Topsia, J.L. No. 7, Police Station Tiljala, District 24 Parganas (South) under the Kolkata Municipal Corporation being Municipal Premises No.1001 , Eastern Metropolitan Bye Pass , Assessee No. 210663000032 and delineated in the map or plan hereto annexed and thereto boarded in red OR HOWEVER OTHERWISE the demised plot is now or heretofore was known numbered delineated butted bounded described or distinguished and delineated.

Particulars of the Dag No. comprised in the demised plot are given below:-

R.S. Dag No.	Khatian No.	Area in Acres
57(P)	124	1.5601
58(P)	124	0.0493
74(P)	125	0.11
86(P)	95	0.0784
143(P)	71	0.005
145(P)	90	0.0524
159(P)	95	1.0965
160(P)	86	0.0224
161(P)	85	0.0257

The demised plot is butted and bounded in the manner following that is to say:-

ON THE NORTH :By I.T. Park.

ON THE SOUTH :By E.M Bypass.

ON THE EAST :By Other Land.

ON THE WEST :By I.T. Park.

SECOND SCHEDULE
THE SAID APARTMENT

ALL THAT Apartment bearing No.in Tower ____ on __ Floor containing _____ admeasuring about _____ sq. ft. carpet area in the complex “**ATMOSPHERE**” together with right to use _____ (Nos.) Car Park admeasuring about _____ sq. ft. each, as delineated in Red in map as contained in Annexure A herein and undivided proportionate share, right, title and interest in the Schedule Property.

THIRD SCHEDULE
COMMON PORTIONS

AREAS

1. Entrance and exits to the Premises and the Building.
2. Common Toilet(s)/ Urinals, security enclosures, community hall, pantry, if any, on ground floor etc.
3. Boundary walls and main gate of the Premises.
4. Staircases and lobbies on all the floors including Ground floor.
5. Entrance lobby, driveways except Car Parking Space, electric/ utility rooms/, generator room(s), pumps/ motors room/space.
6. Lift wall/ well, landings, chute, lift machinery rooms, staircases etc.
7. Fire Fighting system Installations e.g. Jockey pump, Fire pump.
8. Overhead tank/ Underground Reservoir.
9. Open spaces and garden.

10. Sewages treatment plant.

11. Club House and Swimming Pools.

12. Internal Roads etc.

13. Water treatment Plant

FOURTH SCHEDULE

EASEMENTS AND QUASI EASEMENT RIGHTS

(The under mentioned rights easements and quasi-easements privileges and appurtenances shall be reserved in the said building for the **“Sub-Lessor”/ “FORUM”/ Transferor / Developer**” and the agents or the facility manages appointed by them)

1. The right in common with the “Sub-Lessee/ the Purchaser/s”/ Transferee” and/or other person or persons entitled to the other part or parts of the of the building as aforesaid for the use of common part or parts of the building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the “Sub-Lessee/ the Purchaser/s”/ Transferee” and other person or persons as aforesaid of electricity water and soil from and to any part (other than the said unit) of the other part or parts of the building through pipes, drains, wires, conduits lying or being under through or over the said flat /unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the building for all purposes whatsoever.

3. The right of protection for other portion or portions of the building by all parts of the said apartment as far as they now protect the same or as may otherwise become vested in the “Sub-Lessee/ the Purchaser/s”/ Transferee” by means of structural alterations to the said apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the building.

4. The right of the “**Sub-Lessor**”/“**FORUM**”/ **Transferor / Developer**” and/or “Sub-Lessee/ the Purchaser/s/ Transferee” or Maintenance Organisation/Facility Manager/Agents the purpose of ingress and egress to and from such other part or parts of the building the front entrances staircase, electrical installation open and covered space and other common passages or paths of the new building.

FIFTH SCHEDULE

FACILITIES AND AMENITIES

"DEYA" - The Sky Bridge

The Sky - club to be named **DEYA** will be a structure spanning across 4 levels, 100m long and 25m wide, containing built up area of approximately 50, 000 sq. ft. only the residents of **ATMOSPHERE** will have exclusive membership of **DEYA**, and only members and their invited guests will have access to **DEYA's** list of available facilities, including but not limited to:

- State of art gym
- Swimming pools
- party Deck
- Squash court
- Indoor games ,
- Mini-cinema theatre

- Conference room and function room
- Jogging track
- Jacuzzi
- Sauna
- Spa
- Golf Putting Simulator

E - DECK:

Situated on the 1st floor will be the e - deck, with a built - up area of approximately 37, 500 sq. ft. this completely landscaped zone will include separate playground for children and toddlers, lounge pavilions, , open lawn, , water features and various activities.

LAUNDRY:

A laundry with imported equipment will be installed for the residents.

OTHER FACILITIES:

- 3 - tier Security System
- Automatic Fire Detection and Prevention System throughout complex
- 100% Power back - up, including 100% AC back-up
- Water filtration plant will be installed
- Rainwater harvesting system will be installed
- Sewage treatment plant will be installed
- Common lobbies and passages
- Staircases and landings
- Electrical services shafts

- Electrical meter rooms on the ground level of the buildings
- Terrace floors with overhead water tanks
- Underground water tanks with pump rooms
- Open spaces and garden
- Central water heating system for bathrooms and kitchen
- Solid waste disposable system for the entire building

SIXTH SCHEDULE

PROPORTIONATE COMMON EXPENSES

1. All costs of maintenance, operation, repairs, replacement services and white washing painting, rebuilding, reconstructing, decorating, redecorating, advertising, marketing, of all other common areas/parts its fixtures, fittings, electrical wiring and equipment in under or upon the building enjoyment or used common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, lift man etc.
3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob - violence, civil commotion etc. if insured.
4. Expenses for supplies of common utilities electricity water charges etc. payable to any concerned authorities and/or organization and payment of all charges incidental thereto.
5. Sinking fund and other contributions.

6. Municipal and other rates and taxes and all other outgoings including save those which would be separately assessed and/or incurred in respect of any apartment.
7. Electricity expenses for lighting all the common parts outer walls of the building, car parking space and for operation of all the common areas.
8. Operational cost of the Intercom, EPAX, Close Circuit TV, Fire fighting equipments and other facilities provided in the Building.
9. Costs of establishment and operations of the Maintenance Organization relating to the common purposes.
10. All litigation expenses incurred for the common purposes.
11. All official and administrative or overhead expenses incurred for the common purposes.
12. All other expenses and outgoing as are deemed necessary by the said Association as necessary or incidental for the common purposes including for creating a fund for replacement, renovation, repair, painting and/or periodic repainting of the common portions including all sorts of capital expenditures for the common purposes of upkeep of the building.

MEMO OF CONSIDERATION

RECEIVED from the within mentioned “Sub-Lessee/ the Purchaser/s”/ Transferee” a sum of Rs. _____/- (Rs. _____) towards full and final payment of the consideration for Sub lease of the Said Apartment thereto above, as per memo below:

<u>Sl. No.</u>	<u>Date</u>	<u>Bank</u>	<u>Amount of Consideration</u>	<u>TDS</u>	<u>Net Amount</u> <u>(Amount of Consideration – TDS)</u>	<u>Pay Order/ Cheque No.</u>	<u>Cheque Amount</u>

Signature of “**the Sub-Lessor**”/“**FORUM**”/ **Transferor / Developer**”

Witnesses

- 1.

- 2.

ANNEXURE -A

FLOOR PLAN OF THE APARTMENT

IN WITNESS WHEREOF the Parties have hereunto set and subscribe their respective hands on the date month and year first above written.

SIGNED and DELIVERED by the
Sub-Lessor"/"FORUM"/ Transferor
/ Developer at **KOLKATA** in the

Presence of:

1.

2.

SIGNED and DELIVERED by the
"Sub-Lessee/ the Purchaser/s"/
Transferee at **KOLKATA** in the

Presence of:

1.

2.

Drafted and Prepared by:

S.K. Singhi & Co.,

Advocates

Raja Chambers

4 Kiran Shankar Roy Road, 1st floor

Kolkata 700 001

Email: surendra.singhi@sksinghiandco.com

DATED ____ DAY OF ____, 2016

BY AND BETWEEN

**1. FORUM PROJECTS PRIVATE
LIMITED**

**(“the Sub-
Lessor”/“FORUM”/
Transferor /
Developer”)**

AND

2.

**(“SUB-LESSEE/
THE PURCHASER/S”/
TRANSFeree”)**

Prepared by:



RAJA CHAMBERS

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1st Floor, Kolkata-700 001

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